

**EXHIBIT A**

MICHAEL K. JEANES  
Clerk of the Superior Court  
By Brian Colwell, Deputy  
Date 10/24/2012 Time 14:46:28

Description	Amount
CASE# CV2012-056261	
CIVIL NEW COMPLAINT	301.00
TOTAL AMOUNT	301.00
Receipt# 22539603	

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10 Attorneys for Plaintiff James R. Currier

11 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
12 IN AND FOR THE COUNTY OF MARICOPA

13 JAMES R. CURRIER, an individual,  
14 Plaintiff,

15 v.

16 SIONIX CORPORATION, a Nevada  
17 corporation;  
18 Defendants.

No. CV2012-056261

**COMPLAINT**

(Breach of Contract; Breach of Implied  
Covenant of Good Faith and Fair Dealing;  
Wage Claim; Negligent Misrepresentation;  
Fraud)

19 For his Complaint, Plaintiff James R. Currier ("Plaintiff" or "Currier") alleges as  
20 follows:

**THE PARTIES**

- 21 1. Currier is an individual residing in Maricopa County, Arizona.
- 22 2. Defendant Sionix Corporation ("Sionix") is a Nevada corporation with its  
23 principal place of business in California.
- 24 3. This Court has jurisdiction over this matter, and venue is proper.

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1 **GENERAL ALLEGATIONS**

2 **Sionix Corporation**

3 4. Sionix was founded in 1985. The company was initially incorporated in  
4 Utah in 1986 and later re-incorporated in Nevada in 2003.

5 5. According to its website, "Sionix designs innovative and advanced water  
6 treatment systems intended for use in defense, government facilities, and emergency  
7 water supplies during natural disasters, housing development projects, and various  
8 industrial processes."

9 6. The self-described "heart" of the Sionix system is the company's patented  
10 dissolved air flotation ("DAF") technology, which creates "bubbling dynamics that  
11 elevate organic contaminants to the surface where 99.95% are skimmed off."

12 **Currier's Employment with Sionix**

13 7. In December 2009, Currier was hired as the Chief Executive Officer of  
14 Sionix.

15 8. Currier's initial employment agreement with Sionix, dated December 16,  
16 2009, was amended on May 30, 2010 and replaced by an updated agreement effective  
17 January 1, 2011 (the "Employment Agreement").

18 9. The Employment Agreement provides, among other things, that Currier  
19 receive an annual salary of \$200,000 for 2011, to be adjusted at the discretion of the  
20 Board of Directors for 2012 and 2013. The listed "target" salaries for 2012 and 2013 are  
21 \$225,000 and \$250,000, respectively.

22 10. The Employment Agreement further provides that Currier is entitled to four  
23 weeks of vacation leave per year; insurance and retirement benefits; full reimbursement  
24 of business expenses; additional equity compensation of 4,000,000 stock options, to vest  
25 immediately; and a \$12,000 annual automobile expense allowance.

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1           11. The Employment Agreement has a stated term of three years from the  
2 agreement's January 1, 2011 effective date.

3           12. The Employment Agreement may be terminated prior to January 1, 2014,  
4 subject to the following terms:

5           a. Sionix may terminate Currier's employment, without cause, provided  
6 that it continues to compensate Currier for six months following the  
7 termination, including salary and benefits. Under this paragraph,  
8 Currier's unearned options and additional options immediately vest  
9 upon termination. [Paragraph 3.2]

10          b. Sionix may terminate Currier's employment, with cause, and need not  
11 provide Currier with any compensation following the termination.  
12 Under this paragraph, Currier's unearned options or additional options  
13 terminate immediately. [Paragraph 3.3]

14          c. Currier may resign, without good reason, but must use reasonable  
15 efforts to provide Sionix with 30 days' notice of his resignation. Under  
16 this paragraph, Currier is not entitled to any compensation following the  
17 date of his resignation. [Paragraph 3.5]

18          13. Paragraph 7.1 of the Employment Agreement provides that "cause" will  
19 exist for termination if Sionix ends Currier's employment for any of the following  
20 reasons, as determined by a unanimous decision of the remaining members of Sionix's  
21 Board of Directors:

22          a. Currier "willfully fails to substantially perform his duties or willfully  
23 acts in a manner contrary to direction from the Board of Directors, and  
24 such willful failure or action is not remedied within ten (10) business  
25 days after written notice from the Board of Directors, which written  
26

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notice shall state that failure to remedy such conduct may result in an involuntary termination for Cause”;

b. Carrier “engages in willful and serious misconduct that causes material injury to Sionix”; or

c. Carrier is convicted of, or pleads guilty to, a felony.

14. Paragraph 6.2 of the Employment Agreement provides that “good reason” will exist for Carrier to resign if:

a. Sionix reduces Carrier’s base salary without proportionally reducing the salaries of other senior executive officers; or

b. Sionix strips Carrier of the title of CEO.

15. The Employment Agreement contains no paragraph detailing what compensation Carrier will receive if he resigns with good reason under Paragraph 6.2; accordingly, Carrier would have been entitled to the same compensation that he would have received for a termination without good cause, namely, six months’ salary following the termination, including benefits, and the immediate vesting of Carrier’s unearned options and additional options.

16. Carrier worked for Sionix from 2009 to 2012, maintaining the title of CEO throughout that period and fully performing all of the duties associated with that position.

17. Carrier’s tenure as CEO was highly successful. While in this role, and among other successes, Carrier eliminated \$18 million in convertible debt on the company’s balance sheet, brought Sionix’s delinquent financial statements and mandatory SEC filings current, re-engineered and electronically documented the Sionix DAF-based Mobile Water Treatment System (“MWTS”), expanded the product line to include Drilling Fluids Dewatering (“DFD”) products, Micro-Flow MWTS products and Magna-Flow MWTS products, substantially expanded and secured Sionix’s intellectual property from potential infringement through patent applications and

1 extensions/expansions of Sionix's existing patent portfolio, secured incremental funding  
2 to service existing debt and pay employee salary obligations, and developed a credible,  
3 professional company website with meaningful product, application and technology  
4 information.

5 **Currier's De Facto Termination From Sionix**

6 18. On July 30, 2012, Johan Perslow ("Perslow"), a member of Sionix's Board  
7 of Directors, approached Currier to discuss an amicable termination of Currier as the  
8 CEO of Sionix.

9 19. In the course of that conversation, Perslow informed Currier that he was  
10 asked by directors James Alexander ("Alexander") and Frank Power ("Power") to see if  
11 Currier was amenable to a resignation from his post as CEO.

12 20. Currier agreed that a separation would likely serve everyone's best interests  
13 and expressed his willingness to further discuss an appropriate separation agreement.

14 21. That same day, upon Perslow's request, Currier prepared a written response  
15 to Sionix's Board of Directors, entitled "Sionix Termination, Acceptable Conditions  
16 thereof" reflecting that he was willing to "accept a termination without cause attributable  
17 to health reasons (specifically a heart arrhythmia that is aggravated by the continuous  
18 stress of my employment), under certain conditions below." These conditions included  
19 compensation "through the end of 2012 so that full continuity can be maintained with  
20 customers and clients," eight weeks' accrued vacation pay, and incentive awards not yet  
21 realized.

22 22. Perslow immediately forwarded Currier's response to Alexander for  
23 consideration by the Board of Directors of Sionix.

24 23. On August 13, 2012, Power notified Currier that he would need to meet  
25 with Currier directly to discuss the logistics of the separation.  
26

1           24. Currier traveled to California the next day, August 14, 2012, and met  
2 personally with Power. At that meeting, Power represented to Currier that he was vested  
3 with authority, by Sionix's Board of Directors, to speak with Currier regarding the  
4 separation and to prepare a separation agreement between Currier and Sionix. Currier  
5 and Power then proceeded to discuss, and reach agreements regarding, the terms of  
6 Currier's separation, which Power agreed to reduce to writing.

7           25. During the August 14, 2012 discussions, Currier and Power, acting on  
8 behalf of Sionix, agreed to the following terms, among others:

- 9           a. Currier would receive his full salary through August 31, 2012.
- 10           b. Currier would receive his accrued vacation time either in cash (as  
11 accrued on Sionix's books) or an equivalent stock award.
- 12           c. Currier would be entitled to the stock awards tied to his projects,  
13 provided that Sionix completed those projects.
- 14           d. Currier would receive a monthly consulting salary of \$5,000 cash and  
15 \$10,000 in stock (\$15,000 total) for three (3) months following  
16 execution of the separation agreement.

17           26. On the morning of Saturday, August 18, Power provided Currier with a  
18 written separation agreement for his review. The email accompanying the agreement  
19 stated: "Here is the final draft as reviewed by the non executive board. Please annotate as  
20 you desire. We would all line [sic] to wrap this up today."

21           27. Currier acknowledged receipt of the draft agreement that day, instructing  
22 Power that he would not be able to finalize the agreement over the weekend because he  
23 could not consult with his legal counsel until the following Monday. But to expedite the  
24 process, Currier identified a series of corrections necessary to conform the document to  
25 the parties' August 14, 2012 verbal agreement.  
26

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1           28.     Currier also submitted some additional proposed changes regarding matters  
2 not explicitly discussed on August 14. Currier asked Power to proceed with making  
3 those changes so Currier could present the updated version to his counsel on Monday.

4           29.     The next day, on Sunday, August 19, Currier submitted a redlined version  
5 of the agreement to Power, incorporating Currier's changes.

6           30.     At approximately 9:00 PM the same day, Power emailed Currier, stating: "I  
7 see no way that we will have an exit agreement in place in time to have an orderly  
8 leadership change and jump start the business of Sionix on Monday morning. Will you  
9 agree to signing your letter of resignation now so that we can issue the 8k? We agree to  
10 continue settlement discussions in good faith consistent with the exchange of information  
11 which we have exchanged these past few days? [I]t is essential that we are able to  
12 conduct business at Sionix tomorrow as any further delays by us likely will cause great  
13 harm to the company, the shareholders, the investors, our partners and employees. I am  
14 asking for your cooperation."

15           31.     Although Currier was eager to cooperate, Power's request that Currier  
16 tender a formal resignation letter prior to execution of the separation agreement caused  
17 Currier great anxiety, and he expressed as much to Power in an email sent early Monday  
18 morning, August 20, 2012. Currier asked Power to call him immediately to discuss the  
19 issue.

20           32.     At approximately 9:00 AM on Monday, August 20, 2012, upon assurances  
21 from Power that the separation agreement would be finalized shortly and that Currier's  
22 submission of a resignation letter was imperative to the well-being of Sionix, Currier  
23 submitted his formal resignation to Sionix by email. However, Currier expressly limited  
24 his resignation as follows: "This resignation letter comes at your personal assurance that  
25 the Separation Agreement between Sionix and me will be: (i) forthcoming within 24  
26 hours, and (ii) that all the issues that I have outlined, both in the proposed agreement,



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1 revisions that I have subsequently made, and the verbal assurances that you have  
2 provided will be agreed upon to my satisfaction in the final document. If this is not your  
3 assurance, please return this resignation without distribution as if it has not been written.”

4 33. Power responded minutes later that he could not promise completion of the  
5 separation agreement within twenty-four hours, “but I do assure you that I will expedite  
6 the process. I am certain that all involved here will move quickly. If you accept that, we  
7 will move.”

8 34. Within an hour’s time, Currier responded: “Accepted, with the condition  
9 that the process does not linger more than 48 hours.” Power immediately replied,  
10 “Thanks On it.”

11 35. Two days later, on August 22, 2012, fully aware that the parties had not  
12 executed a written separation agreement within the agreed-upon time frame, Sionix filed  
13 a Form 8-K with the U.S. Securities and Exchange Commission (“SEC”), stating: “On  
14 August 20, 2012, James R. Currier Resigned as the Chief Executive Officer of Company  
15 for personal health reasons. As well he resigned as Chairman of the Board of Directors  
16 for the Company. The resignations were not related to any disagreement with the  
17 Company.”

18 36. The following day, still without execution of a written separation  
19 agreement, Sionix issued a letter to its shareholders stating that Currier had resigned “for  
20 personal health reasons,” but “will remain a consultant to the company.” The shareholder  
21 letter further provided that an executive committee, formed by Sionix’s Board of  
22 Directors, would temporarily fulfill the role of CEO.

23 37. On August 25, 2012, Currier emailed Power, asking for an update on the  
24 status of the separation agreement, given Sionix’s failure to produce an executed  
25 settlement agreement to Currier by August 22, 2012, as agreed.  
26

1           38. Power responded, "I am committed to concluding a settlement agreement  
2 with you as promised." Power further stated that he would provide Carrier with an update  
3 on August 27, 2012.

4           39. On September 28, 2012, after receiving no further correspondence from  
5 Power or the other members of Sionix's Board of Directors, Carrier retained legal  
6 counsel who provided the Board with a copy of the separation agreement, fully  
7 incorporating the parties' August 14, 2012 verbal agreement and Carrier's subsequent  
8 revisions (the "Separation Agreement").

9           40. The key provisions of the Separation Agreement include:

- 10           a. Carrier releases Sionix from any past or future obligations owed to  
11 Carrier by Sionix arising from his employment;
- 12           b. Sionix pays Carrier his full salary through August 31, 2012;
- 13           c. Sionix pays Carrier for his accrued vacation time, either in cash  
14 (\$37,988) or an equivalent stock award (1,079,205 shares of restricted  
15 common stock);
- 16           d. Sionix pays Carrier a possible total of 2,500,000 shares of stock,  
17 dependent upon Sionix's closure of six sales delineated in Schedule B  
18 of the Separation Agreement;
- 19           e. Sionix pays Carrier a consulting salary of \$15,000 cash and \$30,000 in  
20 stock, in exchange for his provision of consulting services through  
21 November 30, 2012;
- 22           f. Carrier's remaining stock will vest in full on October 1, 2012; and,
- 23           g. Sionix and Carrier will discuss, in good faith, the possibility of Carrier  
24 receiving commissions on referrals made on sales of systems or water  
25 treatment contracts.

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50. Because this matter arises out of contract, under A.R.S. §§ 12-341 and 12-341.01 and the terms of the Severance Agreement, Currier is entitled to his reasonable costs and attorney's fees, with interest on all such fees and costs at the rate of ten percent (10%) per annum pursuant to A.R.S. § 44-1204(a), from the date of judgment until paid in full.

51. Plaintiff realleges and incorporates herein by reference each and every allegation of this Complaint as if fully set forth herein.

52. Currier's resignation was not effective due to Sionix's failure to abide by the conditions placed upon its use. Sionix's actions following August 22, 2012, including the Board's refusal to communicate with Currier and the appointment of a new CEO, constitute a *de facto* termination of Currier's employment without cause.

53. By terminating Currier's employment without cause and without providing Currier with the benefits set forth in Paragraph 3.2 of the Employment Agreement (including six months' compensation and benefits and the vesting of all unearned/additional options), Sionix has breached the Employment Agreement.

54. As a direct result of this breach, Currier has been terminated from his position as the CEO of Sionix, without the severance compensation set forth in the Employment Agreement.

55. Currier has been damaged by Sionix's breach of contract in an amount to be proven at trial, plus pre-judgment interest accrued and accruing interest at the highest rate permitted by law.

1           56. Because this matter arises out of contract, under A.R.S. §§ 12-341 and 12-  
2 341.01, Currier is entitled to his reasonable costs and attorney's fees, with interest on all  
3 such fees and costs at the rate of ten percent (10%) per annum pursuant to A.R.S. § 44-  
4 1204(a), from the date of judgment until paid in full.

5                                   **COUNT THREE**  
6                                   **(Breach of Implied Covenant of Good Faith and Fair Dealing -**  
7                                   **August 20, 2012 Agreement)**

8           57. Plaintiff realleges and incorporates herein by reference each and every  
9 allegation of this Complaint as if fully set forth herein.

10          58. A duty of good faith and fair dealing is implied in every contract. This duty  
11 requires that neither party do anything that prevents the other party from receiving the  
12 benefits of their agreement.

13          59. Sionix breached the covenant of good faith and fair dealing implied within  
14 the parties' August 20, 2012 contract by misrepresenting that it would execute a written  
15 separation agreement, satisfactory in form to Currier and encapsulating the parties'  
16 agreement regarding the terms of Currier's departure, by August 22, 2012 at 10:00 AM.

17          60. Not only did Sionix fail to meet the agreed-upon deadline of August 22,  
18 2012, it has not engaged in any subsequent discussion with Currier in furtherance of  
19 execution of the Separation Agreement in the two months following that deadline.

20          61. Currier would not have agreed to resign from Sionix without Sionix's  
21 promise to timely execute the Separation Agreement and without the compensation  
22 package promised in the Separation Agreement.

23          62. Currier was damaged by Sionix's breach of the implied covenant of good  
24 faith and fair dealing inherent in the parties' August 20, 2012 contract because he has not  
25 received the severance compensation promised by Sionix, as reflected in the Separation  
26 Agreement.

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63. Currier is entitled to recover contract damages from Sionix for Sionix's breach of the implied covenant of good faith and fair dealing in an amount to be proven at trial, plus pre-judgment interest accrued and accruing interest at the highest rate permitted by law.

**COUNT FOUR**  
**(Breach of Implied Covenant of Good Faith and Fair Dealing -  
Employment Agreement)**

64. Plaintiff realleges and incorporates herein by reference each and every allegation of this Complaint as if fully set forth herein.

65. Sionix's solicitation of a resignation letter from Currier on false pretenses—allowing Sionix to avoid the repercussions of a termination without cause—breaches the implied covenant of good faith and fair dealing implied within the Employment Agreement.

66. Currier was damaged by Sionix's breach of the implied covenant of good faith and fair dealing inherent in the Employment Agreement because a resignation "without good reason" entitles Currier to no severance pay, other than Currier's salary and vacation pay accrued through the date of termination and reimbursement of allowable expenses incurred prior to the effective date of the resignation.

67. Sionix's bad faith efforts to extract a resignation from Currier, rather than terminating Currier without cause, have harmed Currier by depriving him of the severance compensation required by Paragraph 3.2 of the Employment Agreement.

68. Currier is entitled to recover contract damages from Sionix for Sionix's breach of the implied covenant of good faith and fair dealing in an amount to be proven at trial, plus pre-judgment interest accrued and accruing interest at the highest rate permitted by law.

**COUNT FIVE**  
**(Wage Claim Under A.R.S. § 23-355)**

1           69. Plaintiff realleges and incorporates herein by reference each and every  
2 allegation of this Complaint as if fully set forth herein.

3           70. Sionix has terminated Currier's employment, without cause, as those terms  
4 are defined by the Employment Agreement.

5           71. As of August 2012, Currier had performed all obligations under the  
6 Employment Agreement.

7           72. As a consequence of terminating Currier's employment without cause, the  
8 Employment Agreement requires Sionix to provide Currier with six months' wages  
9 following the date of termination.

10           73. Sionix has not provided Currier with these wages, and their payment is  
11 non-discretionary.

12           74. In the alternative, Sionix agreed that in exchange for the right to announce  
13 Currier's resignation on August 20, 2012, Sionix would execute the Settlement  
14 Agreement. Sionix is therefore bound to provide Currier with severance pay as set forth  
15 in the Separation Agreement, including his regular wages through August 31, 2012 and  
16 additional consulting wages of \$15,000 per month in cash and stock.

17           75. Since August 20, 2012, Sionix has not requested that Currier perform any  
18 consulting duties, but Currier has nonetheless remained available to consult with Sionix  
19 at any time, consistent with the Separation Agreement. Therefore, Currier is entitled to  
20 consulting wages, pro-rated from August 20, 2012 to the date of filing of this action.

21           76. Sionix has not provided Currier with these wages, and their payment is  
22 non-discretionary.

23           77. Under the terms of either the Employment Agreement or Separation  
24 Agreement, Currier is also entitled to his accrued vacation time as of August 22, 2012.

25           78. Sionix's refusal to pay Currier's wages is unreasonable and in bad faith,  
26 violating A.R.S. § 23-355.

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1 g. Misrepresenting to Carrier on August 20, 2012 that it was necessary for  
2 Carrier to formally resign on August 20, 2012 to protect Sionix.

3 82. Carrier reasonably and justifiably relied on the truth of the representations  
4 of Sionix.

5 83. Each of these statements represents a false present statement of fact, or a  
6 false present statement of intent to do a thing.

7 84. Based on these misrepresentations and others, Carrier was induced to  
8 tender his resignation (citing health reasons) prior to receiving the executed Settlement  
9 Agreement. Carrier was further induced to refrain from publicly denouncing Sionix's  
10 characterization of his departure and to forego pursuing legal remedies against Sionix.

11 85. Sionix was at least negligent in making the false representations described  
12 above.

13 86. As a result of the false representations of Sionix, Carrier has not received  
14 the termination compensation set forth in the Separation Agreement and the Employment  
15 Agreement.

16 87. Carrier has been damaged by his reliance on the misrepresentations of  
17 Sionix in an amount to be proven at trial, plus pre-judgment interest accrued and accruing  
18 interest at the highest rate permitted by law.

19 88. Because this matter arises out of contract, under A.R.S. §§ 12-341 and 12-  
20 341.01, Carrier is entitled to his reasonable costs and attorney's fees, with interest on all  
21 such fees and costs at the rate of ten percent (10%) per annum pursuant to A.R.S. § 44-  
22 1204(a), from the date of judgment until paid in full.

**COUNT SEVEN****(Fraud)**

89. Plaintiff realleges and incorporates herein by reference each and every allegation of this Complaint as if fully set forth herein.

90. Sionix, through its agents, made material false representations to Currier, including, but not limited to:

- a. Misrepresenting to Currier on August 20, 2012 that Sionix would produce an executed Separation Agreement within 48 hours;
- b. Misrepresenting to Currier on August 20, 2012 that Sionix would produce an executed Separation Agreement incorporating the parties' August 14, 2012 verbal agreement and all revisions subsequently submitted by Currier on August 18 and 19, 2012;
- c. Misrepresenting to Currier on August 20, 2012 that Sionix would work in good faith to effectuate a Separation Agreement with Currier;
- d. Misrepresenting to Currier on August 25, 2012 that Sionix was committed to concluding negotiations regarding the Separation Agreement;
- e. Misrepresenting to Currier on August 25, 2012 that Sionix intended and expected to "close out" the Separation Agreement;
- f. Misrepresenting to Currier on August 19 and 20, 2012 that it was "essential" for Currier to formally resign on August 20, 2012 because any further delay "likely will cause great harm to the company, the shareholders, the investors, our partners and employees"; and
- g. Misrepresenting to Currier on August 20, 2012 that it was necessary for Currier to formally resign on August 20, 2012 to protect Sionix.

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1           91. Each of these statements represents a false present statement of fact, or a  
2 false present statement of intent to do a thing.

3           92. Sionix was aware that these representations were false when made, and  
4 knew them to be false when made.

5           93. Sionix was aware that these misrepresentations were material.

6           94. Sionix was aware that Currier was extremely hesitant to tender his  
7 resignation prior to execution of the Separation Agreement and knew that Currier had no  
8 intention of resigning from his position at Sionix unless Sionix executed the Separation  
9 Agreement.

10          95. Currier reasonably and justifiably relied on the truth of the representations  
11 of Sionix.

12          96. Based on these misrepresentations and others, Currier was induced to  
13 tender his resignation (citing health reasons) prior to receiving the executed Settlement  
14 Agreement. Currier was further induced to refrain from publicly denouncing Sionix's  
15 characterization of his departure and to forego pursuing legal remedies against Sionix.

16          97. As a result of the false representations of Sionix, Currier has not received  
17 the termination compensation set forth in the Separation Agreement or the Employment  
18 Agreement.

19          98. Currier has been damaged by his reliance on the misrepresentations of  
20 Sionix in an amount to be proven at trial, plus pre-judgment interest accrued and accruing  
21 interest at the highest rate permitted by law.

22          99. Because this matter arises out of contract, under A.R.S. §§ 12-341 and 12-  
23 341.01, Currier is entitled to his reasonable costs and attorney's fees, with interest on all  
24 such fees and costs at the rate of ten percent (10%) per annum pursuant to A.R.S. § 44-  
25 1204(a), from the date of judgment until paid in full.

26

1           100. Further, the tortious conduct of Sionix warrants punitive damages. Sionix  
 2 acted with an evil hand, guided by an evil mind, either intending to injure Carrier with  
 3 their misrepresentations or consciously pursuing a course of conduct knowing that it  
 4 created a substantial risk of significant harm to Carrier. The Court should therefore  
 5 award punitive damages in an amount sufficient to punish Sionix and to deter Sionix and  
 6 others similarly situated from engaging in similar conduct in the future.

7                                   **JURY TRIAL DEMAND**

8           101. Plaintiff requests a trial by jury on all aspects of the Complaint.

9                                   **PRAYER FOR RELIEF**

10           WHEREFORE, Plaintiff James R. Carrier prays for relief and judgment against  
 11 Defendants Sionix Corporation as follows:

12           A. Awarding Plaintiff his damages sustained due to Defendant's  
 13 misrepresentations, whether negligent or intentional;

14           B. Awarding Plaintiff his damages sustained due to Defendant's breach of the  
 15 Employment Agreement, the Severance Agreement, the written agreement reached by the  
 16 parties on August 20, 2012 and the covenants of good faith and fair dealing inherent in  
 17 these contracts, including but not limited to all compensation owed, vacation time  
 18 accrued, and all stock awards;

19           C. Awarding Plaintiff his wages under A.R.S. § 23-355 and trebling of those  
 20 wages, plus any and all attorney's fees;

21           D. Awarding Plaintiff his costs associated with bringing this action, including  
 22 pre- and post-judgment interest, pursuant to A.R.S. § 12-341;

23           E. Awarding Plaintiff his reasonable attorney's fees pursuant to A.R.S. § 12-  
 24 341.01 and the terms of the Severance Agreement;

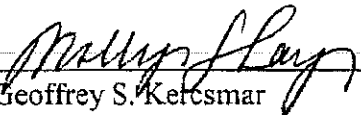
25           F. Awarding Plaintiff punitive damages; and,  
 26

Keresmar & Felus PLLC  
 6263 North Scottsdale Road, Suite 320  
 Scottsdale, Arizona 85250  
 (480) 421-1001

1 G. For such other and further relief as this Court deems necessary, just and  
2 proper under the circumstances.

3 DATED this 24<sup>th</sup> day of October, 2012.  
4  
5

6 KERCSMAR & FELTUS PLLC  
7

8   
9 Geoffrey S. Kerksmar  
10 Molly L. Eskay  
11 KERCSMAR & FELTUS PLLC  
12 6263 North Scottsdale Road, Suite 320  
13 Scottsdale, Arizona 85250  
14 Attorneys for Plaintiff James R. Currier  
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Kerksmar & Feltus PLLC  
6263 North Scottsdale Road, Suite 320  
Scottsdale, Arizona 85250  
(480) 421-1001

**EXHIBIT B**

Superior Court of Arizona  
In Maricopa County

Case Number CV 2012-056261

**CIVIL COVER SHEET- NEW FILING ONLY**  
(Please Type or Print)

Applicant's Attorney:

Geoffrey S. Kercsmar

Attorney's Bar Number: #020528

Applicant's Name(s): (List all)

James R. Currier

Is Interpreter Needed? ☐ Yes ☒ No

If yes, what language: \_\_\_\_\_

To the best of my knowledge, all information is true and correct.

Mary Kay  
Attorney/Pro Per Signature (If no attorney, YOUR signature)

Plaintiff's Address:

c/o Kercsmar & Feltus, PLLC

6263 North Scottsdale Road, Suite 320

Scottsdale, Arizona 85250

(List additional plaintiffs on page two and/or attach a separate sheet).

Non-Applicant's Name(s): (List all)

Sionix Corporation

(List additional defendants on page two and/or attach a separate sheet).

EMERGENCY ORDER SOUGHT:  
(if applicable)

☐ Temporary Restraining Order  
☐ OSC -- Order to Show Cause  
☐ Employer Sanction

☐ Provisional Remedy  
☐ Election Challenge  
☐ Other \_\_\_\_\_

☒ RULE 8(i) COMPLEX LITIGATION DOES NOT APPLY. (Mark appropriate box under Nature of Action).

☐ RULE 8(i) COMPLEX LITIGATION APPLIES Rule 8(i) of the Rules of Civil Procedure defines a "Complex Case" as civil actions that require continuous judicial management. A typical case involves a large number of witnesses, a substantial amount of documentary evidence, and a large number of separately represented parties. (Mark appropriate box on page two as to complexity, in addition to the Nature of Action case category).

**NATURE OF ACTION**

(Place an "X" next to the one case category that most accurately describes your primary case.)

**100 TORT MOTOR VEHICLE:**

- ☐ 101 Non-Death/Personal Injury  
☐ 102 Property Damage  
☐ 103 Wrongful Death

**110 TORT NON-MOTOR VEHICLE:**

- ☐ 111 Negligence  
☐ 112 Product Liability -- Asbestos  
☐ 112 Product Liability -- Tobacco  
☐ 112 Product Liability -- Toxic/Other  
☐ 113 Intentional Tort  
☐ 114 Property Damage  
☐ 115 Legal Malpractice  
☐ 115 Malpractice -- Other professional  
☐ 117 Premises Liability  
☐ 118 Slander/Libel/Defamation  
☐ 116 Other (Specify)

**120 MEDICAL MALPRACTICE:**

- ☐ 121 Physician M.D. ☐ 123 Hospital  
☐ 122 Physician D.O. ☐ 124 Other

**130 CONTRACTS:**

- ☐ 131 Account (Open or Stated)  
☐ 132 Promissory Note  
☐ 133 Foreclosure  
☐ 138 Buyer-Plaintiff  
☐ 139 Fraud  
☒ 134 Other Contract (i.e. Breach of Contract)  
☐ 135 Excess Proceeds - Sale  
☐ Construction Defects (Residential/Commercial)  
☐ 136 Six to Nineteen Structures  
☐ 137 Twenty or More Structures

**150-199 OTHER CIVIL CASE TYPES:**

- ☐ 156 Eminent Domain/Condemnation  
☐ 151 Eviction Actions (Forcible and Special Detainers)  
☐ 152 Change of Name  
☐ 153 Transcript of Judgment  
☐ 154 Foreign Judgment  
☐ 158 Quiet Title  
☐ 160 Forfeiture  
☐ 175 Election Challenge  
☐ 179 Employer Sanction Action (A.R.S. §23-212)  
☐ 180 Injunction against Workplace Harassment  
☐ 181 Injunction against Harassment  
☐ 182 Civil Penalty  
☐ 186 Water Rights (Not General Stream Adjudication)  
☐ 187 Real Property  
☐ Sexually Violent Persons (A.R.S. §36-3704)  
     (Except Maricopa County)  
☐ Minor Abortion (See Juvenile in Maricopa County)  
☐ Special Action Against Lower Courts  
     (See lower court appeal cover sheet in Maricopa)

**150-199 UNCLASSIFIED CIVIL CASE TYPES:**

- ☐ Administrative Review  
     (See lower court appeal cover sheet in Maricopa)  
☐ 150 Tax Appeal  
 (All other tax matters must be filed in the AZ Tax Court)

Case No. \_\_\_\_\_

- ☐ 155 Declaratory Judgment  
☐ 157 Habeas Corpus  
☐ 184 Landlord Tenant Dispute - Other  
☐ 159 Restoration of Civil Rights (Federal)  
☐ 159 Clearance of Records (A.R.S. §13-4051)  
☐ 190 Declaration of Factual Innocence (A.R.S. §12-771)  
☐ 191 Declaration of Factual Improper Party Status  
☐ 193 Vulnerable Adult (A.R.S. §46-451)  
☐ 165 Tribal Judgment  
☐ 167 Structured Settlement (A.R.S. §12-2901)  
☐ 169 Attorney Conservatorships (State Bar)  
☐ 170 Unauthorized Practice of Law (State Bar)  
☐ 171 Out-of-State Deposition for Foreign Jurisdiction  
☐ 172 Secure Attendance of Prisoner  
☐ 173 Assurance of Discontinuance  
☐ 174 In-State Deposition for Foreign Jurisdiction  
☐ 176 Eminent Domain—Light Rail Only  
☐ 177 Interpleader—Automobile Only  
☐ 178 Delayed Birth Certificate (A.R.S. §36-333.03)  
☐ 183 Employment Dispute - Discrimination  
☐ 185 Employment Dispute - Other  
☐ 163 Other

(Specify)

**COMPLEXITY OF THE CASE**

If you marked the box on page one indicating that Complex Litigation applies, place an "X" in the box of no less than one of the following:

- ☐ Antitrust/Trade Regulation  
☐ Construction Defect with many parties or structures  
☐ Mass Tort  
☐ Securities Litigation with many parties  
☐ Environmental Toxic Tort with many parties  
☐ Class Action Claims  
☐ Insurance Coverage Claims arising from the above-listed case types  
☐ A Complex Case as defined by Rule 8(i) ARCP

Additional Plaintiff(s)

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Additional Defendant(s)

---



---



Geoffrey S. Kercsmar (#020528)  
 Molly L. Eskay (#028212)  
 KERCSMAR & FELTUS PLLC  
 6263 North Scottsdale Road, Suite 320  
 Scottsdale, Arizona 85250  
 Telephone: (480) 421-1001  
 Facsimile: (480) 421-1002  
 gsk@kflawaz.com  
 me@kflawaz.com

Attorneys for Plaintiff James R. Currier

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
 IN AND FOR THE COUNTY OF MARICOPA

JAMES R. CURRIER, an individual,

Plaintiff,

v.

SIONIX CORPORATION, a Nevada  
 corporation;

Defendants.

No. CV 2012-056261

CERTIFICATE OF COMPULSORY  
 ARBITRATION

Undersigned counsel hereby certifies that she is familiar with the dollar amounts  
 and other limitations set forth in Local Rule 3.10 of the Maricopa County Superior Court,  
 and further certifies that this case is not subject to compulsory arbitration as set forth in  
 Arizona Rules of Civil Procedure 72 through 77.

Kercsmar & Feltus PLLC  
 6263 N. Scottsdale Road, Suite 320  
 Scottsdale, Arizona 85250  
 (480) 421-1001

COPY


DEC 24 2012



CLERK OF COURT  
 J. L. GUNDEL  
 DEPUTY CLERK

1 DATED this 24<sup>th</sup> day of October, 2012.

2  
3 KERCSMAR & FELTUS PLLC

4  
5   
6 Geoffrey S. Kercksmar

7 Molly L. Eskay

8 KERCSMAR & FELTUS PLLC

9 6263 North Scottsdale Road, Suite 320

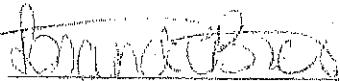
10 Scottsdale, Arizona 85250

11 Attorneys for Plaintiff James R. Currier

12 CERTIFICATE OF SERVICE

13 I certify that on October 24<sup>th</sup> 2012, I filed this document with the Clerk of the Court and  
14 served a copy of this document by regular mail on the following:

15 Court Administrator  
16 201 W. Jefferson  
17 Phoenix, Arizona 85003-2205

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Kercksmar & Feltus PLLC  
6263 N. Scottsdale Road, Suite 320  
Scottsdale, Arizona 85250  
(480) 421-1001

Geoffrey S. Kercsmar (#020528)  
 Molly L. Eskay (#028212)  
 KERCSMAR & FELTUS PLLC  
 6263 North Scottsdale Road, Suite 320  
 Scottsdale, Arizona 85250  
 Telephone: (480) 421-1001  
 Facsimile: (480) 421-1002  
 gsk@kflawaz.com  
 me@kflawaz.com

Attorneys for Plaintiff James R. Currier

**ORIGINAL**

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

JAMES R. CURRIER, an individual,

Plaintiff,

v.

SIONIX CORPORATION, a Nevada  
 corporation;

Defendants.

No.

CV 2012-056261

**SUMMONS**

*As provided for this court, please refer to the  
 Arizona Superior Court Rules of Procedure.*

*Summons - 12/12/12*

*or*

*www.maricopacourts.org*

*Approved by the  
 Executive County Clerk Association*

**THE STATE OF ARIZONA TO:**

Sionix Corporation  
 c/o GKL Registered Agents/Filings Inc.  
 1000 East Williams Street, Suite 204  
 Carson City, NV 89701

YOU ARE HEREBY SUMMONED and required to appear and defend in the above-entitled action in the above-entitled Court within 20 days, exclusive of the date of service, after service of this Summons upon you if served within the State of Arizona; or within 30 days, exclusive if the date of service, if served without the State of Arizona, and you are hereby notified that in case you fail to so do, judgment by default may be entered against you for the relief demanded in the Complaint.

Requests for reasonable accommodation for persons with disabilities must be made to the division assigned to the case by parties at least 3 judicial days in advance of a scheduled court proceeding.

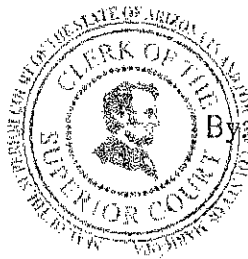
Kercsmar & Feltus PLLC  
 6263 N. Scottsdale Road, Suite 320  
 Scottsdale, Arizona 85250  
 (480) 421-1001

1 The names and address of Plaintiff's attorneys are:

2 Geoffrey S. Kerckmar (#020528)  
3 Molly L. Eskay (#028212)  
4 KERCSMAR & FELTUS PLLC  
5 6263 N. Scottsdale Road, Suite 320  
6 Scottsdale, Arizona 85250  
7 (480) 421-1001

8 GIVEN UNDER MY HAND and seal of the above-referenced Court of Arizona, Maricopa  
9 County this \_\_\_\_ day of \_\_\_\_\_ 2012,  
10 OCT 24 2012

11 MICHAEL K. JEANES, CLERK  
12 MARICOPA COUNTY SUPERIOR COURT



13 By TJ Coleman  
14 Deputy Clerk  
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Kerckmar & Feltus PLLC  
6263 N. Scottsdale Road, Suite 320  
Scottsdale, Arizona 85250  
(480) 421-1001

Michael K. Jeanes, Clerk of Court  
 \*\*\* Electronically Filed \*\*\*  
 Danielle Welborn  
 Filing ID 1515219  
 10/29/2012 1:59:00 PM

Geoffrey S. Kercksmar (#020528)  
 Molly L. Eskay (#028212)  
 KERCKSMAR & FELTUS PLLC  
 6263 North Scottsdale Road, Suite 320  
 Scottsdale, Arizona 85250  
 Telephone: (480) 421-1001  
 Facsimile: (480) 421-1002  
 gsk@kflawaz.com  
 cme@kflawaz.com  
 Attorneys for Plaintiff James R. Currier

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

JAMES R. CURRIER, an individual,  
 Plaintiff,  
 v.  
 SIONIX CORPORATION, a Nevada  
 corporation;  
 Defendants.

No. CV2012-056261

**DECLARATION OF MOLLY ESKAY  
 REGARDING SERVICE UPON  
 DEFENDANT SIONIX CORPORATION**

(Assigned to Hon. Michael Gordon)

I, Molly L. Eskay, declare as follows:

1. I am an attorney at the law firm of Kercksmar & Feltus PLLC and one of the attorneys representing Plaintiff James R. Currier in this matter.
2. I make this declaration pursuant to Rule 4.2(c) of the Arizona Rules of Civil Procedure.
3. Defendant Sionix Corporation ("Sionix") is located outside of the state of Arizona.

Kercksmar & Feltus PLLC  
 6263 North Scottsdale Road, Suite 320  
 Scottsdale, Arizona 85250  
 (480) 421-1001

1           4.     On October 25, 2012, I sent by FedEx a copy of the Complaint, Summons  
2 and Certificate of Compulsory Arbitration in this action to Sionix, at the following  
3 address:

4                               Sionix Corporation  
5                               c/o GKL Registered Agents/Filings  
6                               1000 E. William Street, Suite 204  
7                               Carson City, NV 89701

8           5.     The papers sent to Sionix were in fact received by Sionix on October 29,  
9 2012, as evidenced by the FedEx proof-of-delivery attached hereto as Exhibit A.

10           6.     The package was signed for by D. Perry, an adult present at the above-  
11 referenced address. See Exhibit A.

12           7.     I received the e-mail notification of the FedEx delivery on October 29, 2012.

13           I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS  
14 TRUE AND CORRECT.

15           DATED this 29th day of October, 2012.

16  
17                               By: /s/ Molly L. Eskay

18                               Molly L. Eskay  
19                               KERCSMAR & FELTUS PLLC  
20                               6263 North Scottsdale Road, Suite 320  
21                               Scottsdale, Arizona 85250  
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Kerckmar & Feltus PLLC  
6263 North Scottsdale Road, Suite 320  
Scottsdale, Arizona 85250  
(480) 421-1001

CERTIFICATE OF SERVICE

I certify that on October 29, 2012, I filed this document with the Clerk of the Court  
and served a copy by regular mail on the following:

Sionix Corporation  
c/o GKL Registered Agents/Filings  
1000 E. William Street, Suite 204  
Carson City, NV 89701

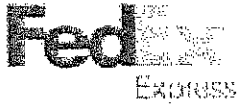
By: /s/ Brandi J. Bies

Koresmar & Pelus PLLC  
6203 North Scottsdale Road, Suite 320  
Scottsdale, Arizona 85250  
(480) 424-1001

---

# EXHIBIT A





FedEx Express  
Customer Support Trace  
3875 Airways Boulevard  
Module H, 4th Floor  
Memphis, TN 38116

U.S. Mail: PO Box 727  
Memphis, TN 38194-4643  
Telephone: 901-369-3600

October 29, 2012

Dear Customer:

The following is the proof-of-delivery for tracking number 793936519769.

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivered to:</b>	Receptionist/Front Desk
<b>Signed for by:</b>	D.PERRY	<b>Delivery location:</b>	1000 EAST WILLIAM STREET SUITE CARSON CITY, NV 89701
<b>Service type:</b>	Priority Envelope	<b>Delivery date:</b>	Oct 29, 2012 09:40

**Shipping Information:**

<b>Tracking number:</b>	793936519769	<b>Ship date:</b>	Oct 25, 2012
		<b>Weight:</b>	0.5 lbs/0.2 kg

**Recipient:**  
c/o GKL Registered Agents/Filings  
Stonix Corporation  
1000 E WILLIAM ST  
STE 204  
CARSON CITY, NV 89701 US  
**Reference**

**Shipper:**  
Molly Eskay  
Kercsmar & Feltus PLLC  
6263 North Scottsdale Road  
Suite 320  
Scottsdale, AZ 85250 US  
0476

Thank you for choosing FedEx Express.

FedEx Worldwide Customer Service  
1.800.GoFedEx 1.800.463.3339

**EXHIBIT C**

Jeffrey W. Toppel (State Bar #022065)  
Victoria R. Torrilhon (State Bar #028735)  
**JACKSON LEWIS LLP**  
2398 East Camelback Road, Suite 1060  
Phoenix, AZ 85016  
Tel. (602) 714-7044  
Fax (602) 714-7045  
[toppelj@jacksonlewis.com](mailto:toppelj@jacksonlewis.com)  
[victoria.torrilhon@jacksonlewis.com](mailto:victoria.torrilhon@jacksonlewis.com)  
Attorneys for Sionix Corporation

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

JAMES R. CURRIER, an individual,

Plaintiff,

vs.

SIONIX CORPORATION, a Nevada  
corporation,

Defendant.

Case No. CV2012-056261

**NOTICE OF FILING  
NOTICE OF REMOVAL**

**28 U.S.C. § 1441**

**To: Clerk of Court, Superior Court of the State of Arizona,  
County of Maricopa:**

PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendant Sionix Corporation serves this Notice that it has filed a Notice of Removal of the above-captioned action from this Court to the United States District Court for the District of Arizona. A true and correct copy of the Notice of Removal is attached as Exhibit 1 and is incorporated by reference. As provided in 28 U.S.C. § 1446(d), this Notice effects the removal of this action, and this Court shall proceed no further unless and until this case is remanded.

1 RESPECTFULLY SUBMITTED this 27<sup>th</sup> day of November, 2012.

2 JACKSON LEWIS LLP

3  
4 By: /s/Jeffrey W. Toppel  
5 Jeffrey W. Toppel  
6 Victoria R. Torrilhon  
7 2398 E. Camelback Road, Ste. 1060  
8 Phoenix, Arizona 85016  
9 Attorneys for Defendant Sionix  
10 Corporation

11 **CERTIFICATE OF SERVICE**

12 I hereby certify that on November 27, 2012, I electronically transmitted  
13 the attached document to the AZTurbo Court using the E-filing System for the  
14 Superior Court of Maricopa County and transmittal of the document by U.S.  
15 mail to the following:

16 Geoffrey S. Kerckmar  
17 Molly L. Eskay  
18 KERCSMAR & FELTUS PLLC  
19 6263 North Scottsdale Road, Suite 320  
20 Scottsdale, AZ 85250  
21 Attorneys for Plaintiff

22 /s/Debbie Mattatall

23  
24  
25 4835-7901-0322, v. 1  
26